



TOWN OF MILLIS

Peter C. Jurmain, *Chair*
Erin T. Underhill, *Vice Chair*
Craig W. Schultze, *Clerk*

OFFICE OF THE SELECT BOARD
Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041

Michael J. Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Operations Support Manager
kbouret@millisma.gov

SELECT BOARD MEETING AGENDA
MONDAY, FEBRUARY 28, 2022; 7:00 PM
900 MAIN STREET, MILLIS, MA VMB ROOM 229
ZOOM LINK [HTTPS://US02WEB.ZOOM.US/J/8526387223](https://us02web.zoom.us/j/8526387223)

	Topic	Time	Speaker
I.	Call to Order	7:00 PM	Chair
II.	Announcements		
III.	Open Session Scheduled Appointments & Hearings		
22-034	Appointment - Board of Health Department Assistant III	7:05 PM	M. Guzinski J. McVeigh
22-035	Review Proposed Amendment to Property for Cobble Knoll Estates LIP Project – 1336 Main Street	7:15 PM	T. Roche R. Weiss
22-036	Approval of Housing Choice Initiative Plan	7:30 PM	R. Weiss
22-037	Approve RFP for Town Owned Land Inventory and Management Plan	7:45 PM	R. Weiss C. Hayes
22-038	Approve Contract with Kleinfelder for Engineering and Construction Oversight for the D'Angelis Water Treatment Plant PFAS Upgrades	8:00 PM	J. McKay K. Ryan Kleinfelder
22-039	Approve Contract with Winston Builders Corporation for Construction of the D'Angelis Water Treatment Plant PFAS Upgrades	8:15 PM	J. McKay K. Ryan Kleinfelder
22-040	Permanent Building Committee – COA Cost Estimates	8:30 PM	W. Klocko D. Pollack Abacus
IV.	Open Session Agenda Items		
22-041	Discuss Proposed Sewer Bylaw Article for Spring Annual Town Meeting		Chair Jurmain
22-042	Discuss Proposed Charter/Bylaw Articles for Spring Annual Town Meeting		Chair Jurmain
22-043	Close Annual Town Meeting Warrant		M. Guzinski
22-044	Discuss Proposed Stormwater Credit Manual Amendments		Chair Jurmain

22-045	Discuss Status/Charge/Potential Disbandment of Enterprise Funds Advisory Committee	Chair Jurmain
22-046	Approval of One Day Alcohol License Millis Lions Dinner Fundraiser 4/1	K. Bouret
22-047	Discuss Select Board Attendance at Committee Meetings	Chair Jurmain
V.	Executive Session To conduct strategy sessions in preparation for negotiations with union personnel. (Massachusetts Coalition of Police Local 171 and Millis Police Association Dispatcher) & SEIU 888	
VI.	Adjournment	

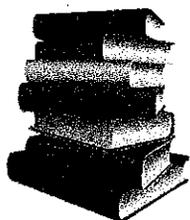
Proposed Upcoming Meeting Schedule

Monday, March 14, 2022	07:00 PM	VMB ROOM 229
Monday, March 28, 2022	07:00 PM	VMB ROOM 229

Announcements

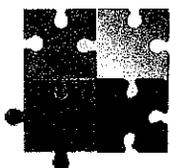
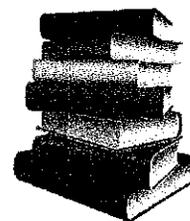
Friends of the Millis Library
Book Sale

March 25-27, 2022



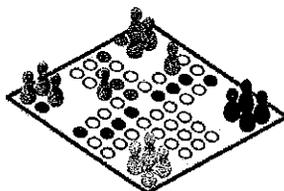
Friday 6PM-8PM

(Friends Only Preview Sale)



Saturday 9AM-1PM

Everyone welcome



Sunday 1PM-3PM

\$5 Bag Sale (Bags provided)

Everyone welcome



Books, Games, DVDs, CDs, and Puzzles

Book sales are treasure troves, who knows what you'll find?

Cash, Credit Cards and Checks accepted



Masks Required for Book Sale Shopping



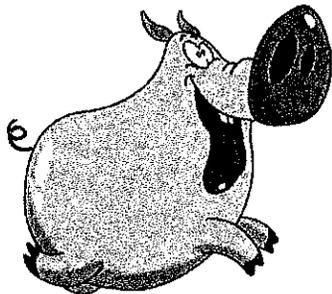
961 Main Street, Millis, MA 02054

The Millis Lions Club
Invites you to our

APRIL FOOLS DAY

Mac &
Cheese
too!

**Porketta & Chicken
Dinner**



Friday, April 1st
6pm - 9pm



St. Thomas Large Hall

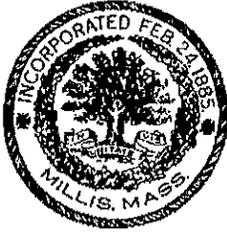
ADULTS: \$25 OR 2/\$45 CHILDREN 12 OR UNDER: \$15

Please purchase tickets in advance by visiting
www.millislionsclub.org/events
or by check to Millis Lions Club Foundation
P.O. Box 247 Millis, MA 02054

21-034

Appointment – Board of Health

Department Assistant III



TOWN OF MILLIS

OFFICE OF THE BOARD OF HEALTH

900 Main Street • Millis, MA 02054

Phone: 508-376-7042

Fax: 978-313-7839

To: Selectboard Members

Date: February 24th 2022

Subject: Appointment of Department Assistant III

We would respectfully ask the Selectboard to appoint Mrs. Heather Graham to the position of Department Assistant III. Heather grew up in Millis, is currently residing in Medway and has an impressive background in administrative work.

The Town of Millis requires a professional to manage the day to day tasks necessary to support the office and community. As such Heather's general duties for the Board of Health would include:

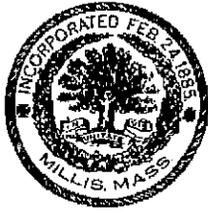
- Accounts Payables -Receivables processing.
- General office organization and administration.
- Meeting minutes.
- Customer assistance.
- MUNIS software operation.
- Other departmental operations as needed.

Thank you for your consideration.

Sincerely,

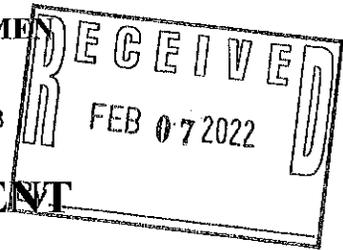
John McVeigh, MBA,CHO,RS
Health Director, Town of Millis
900 Main St. RM 213
Millis, MA 02054
508-376-7042 Office

Cc. Board



TOWN OF MILLIS

OFFICE OF THE BOARD OF SELECTMEN
 Veterans Memorial Building
 900 Main Street • Millis, MA 02054
 Phone: 508-376-7040 • Fax: 508-376-7053



APPLICATION FOR EMPLOYMENT

Position(s) Applied For Department Assistant III		Date of Application 01/27/2022	
Last Name Graham	First Name Heather	Middle Name	
Address: Number 299	Street Village Street	City Medway	State MA Zip 02053
Telephone Numbers: Home	Cell 774-259-0374	Email Address mrsgrmckrjr@gmail.com	

- Are you under age 18? Yes No
- Have you ever been employed by the Town of Millis before? Yes No
- Are you legally authorized to work in the United States? Yes No
- Are you available to work: Full-Time Part-Time Permanent Temporary
- On what date would you be available for work? 02/07/2022
- Have you been convicted of a felony? Yes No
- Have you been convicted of a misdemeanor within the past five years (other than a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace)? Yes No

EDUCATION

	Name and Address	Course of Study	# Years	Degree
High School	Millis High School Millis, MA	General		HS Diploma
Undergraduate College	Johnson State College Johnson Vermont	Business Management	4	Bachelor
Graduate School				
Other (Specify)				

EMPLOYMENT EXPERIENCE

Please start with your present or last job.

1. Employer Newton Distributing Co	Work Performed Accounts Payable, Accounts Receivable, Collections
Address 245 W Central Street Natick MA 01760	
Phone Number	
Job Title Accounting Assistant	Dates Employed <i>From</i> 09/2020 <i>To</i> 12/2021
Reason for Leaving Restructuring	Hourly Rate/Salary <i>Start</i> 25.00 <i>Finish</i> 26.25
2. Employer Gleeson Powers, Inc.	Work Performed Accounts Payable, Payroll, Insurance, Contract Management
Address 10 Southville Road Southborough MA 01772	
Phone Number 508-553-0800	
Job Title Office Manager Payroll Administrator	Dates Employed <i>From</i> 05/2010 <i>To</i> 06/2020
Reason for Leaving Laid-Off	Hourly Rate/Salary <i>Start</i> 20.00 <i>Finish</i> 29.28
3. Employer Frontline, Inc.	Work Performed Accounts Payable, Payroll
Address 58 Mellon Street Hopedale MA	
Phone Number 508-634-6600	
Job Title Payroll Administrator	Dates Employed <i>From</i> 10/2005 <i>To</i> 03/2010
Reason for Leaving Laid-Off	Hourly Rate/Salary <i>Start</i> <i>Finish</i>
4. Employer	Work Performed
Address	
Phone Number	
Job Title	Dates Employed <i>From</i> <i>To</i>
Reason for Leaving	Hourly Rate/Salary <i>Start</i> <i>Finish</i>

SPECIALIZED SKILLS

- Microsoft Word Microsoft Outlook Microsoft Excel Microsoft PowerPoint
 MUNIS Adobe Acrobat Internet Explorer Other _____

Please summarize special job-related skills and qualifications acquired from employment or other experience or special licenses or certifications held.

I have over 15 years of accounts payable experience as well as just over 1 year of accounts receivable. I am a faster learner who is who knows how to prioritize multiple tasks. I am Committed to keeping accurate records and insuring accuracy in all manner to the job.

Please share any additional information you feel may be helpful to us in considering your application.

APPLICANT STATEMENT

I certify that answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision. I hereby understand and acknowledge that, unless otherwise defined by applicable law, any employment relationship with this organization is of an "at will" nature which means that the employee may resign at any time and the employer may discharge the employee at any time with or without cause. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of this organization. In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I understand, also, that I am required to abide by all rules and regulations of the employer.

01/27/2022

Signature of Applicant

Date

Heather Graham

299 Village Street Medway, MA. 02053 ~ (774) 259-0374 ~ mrsgrmckrjr@gmail.com

Experienced professional with 15+ years of experience in Administration. Possess strong analytical and problem-solving skills, with the ability to prioritize multiple tasks. Committed to keeping accurate records and insuring accuracy of all matters related to Accounting and Payroll.

PROFESSIONAL EXPERIENCE

ACCOUNTING ASSISTANT

09/2020 – 12/2021

Newton Distributing Company, Inc., Natick, MA

- Received, verified and entered vendor invoices and invoiced customer upon shipping including Amazon and stock orders according to company procedures
- Posted all customer checks, ecom, paytrace to customer accounts as well as process credit card payments
- Processed new customer Credit Applications, reviewed credit for increase in credit line when needed and reviewed with owner to set up terms
- Sent customer statements, made collection calls – followed up on past-due payments and skipped invoices and place on credit hold when necessary
- Read and reviewed all customer Contracts/PO's, brought up any issues with wording, issued certificate of insurance, made note of Prevailing wage and CCIP
- Managed annual renewals of Sam.gov, SOB-WBE and contractor prequalifications

PAYROLL ADMINISTRATOR/OFFICE MANAGER

05/2010 – 06/2020

Gleeson Powers, Inc., Southborough, MA

- Payroll responsibilities include compiling, entering & processing payroll for all employees plus verifying that all deductions are correct for union dues, 401k & health insurance. Other tasks include checking payroll for any discrepancies & reissue as needed, tracking sick & vacation time and computing weekly certified payrolls & monthly OCIP/CCIP per contract requirements
- Accounts Payable/Contract responsibilities include reviewing & distributing all incoming contracts plus creating estimates for accounting software. Other tasks include entering & paying all accounts payable accounts, contacting customers regarding past due receivables and resolving any issues with non-payment. Also review building & office bills to reduce costs when possible
- Union responsibilities include preparing & reconciling union stamp audits and tracking all OSHA & state apprenticeship cards. Other tasks include entering new employee paperwork & managing files
- Certification responsibilities include maintaining DCAMM certification, finding & prequalifying town & state projects for certification & issuing certificates of insurance for contractors

PAYROLL ADMINISTRATOR

10/2005 – 03/2010

Frontline, Inc., Hopedale, MA

- Reviewed timesheets, calculate union stamps, wage computation to detect and reconcile payroll discrepancies
- Processed of all paychecks and other accounts payable checks
- E-Verified new employees with the Department of Homeland Security
- Maintained employee files and records

OFFICE MANAGER

03/2002 – 02/2005

Picardi Construction Co., Southborough, MA

- Managed accounts receivable and account payables
- Performed all aspects of payroll and maintain employee files
- Analyzed and reported financial results to the owner by month, quarter and year
- Prepared year-end taxes for the accountant

PURCHASING MANAGER

05/2000 – 04/2002

Fusionstorm, Holliston, MA

- Purchased equipment for customers and all internal purchases
- Evaluated the creditworthiness of new and existing customers
- Responsible for billing for all computer products, managed services, and service contracts
- Primary contact for customer billing inquiries and coordinating all returns

EDUCATION

Bachelor of Arts - Business Management
Johnson State College, Johnson, VT

Associate of Science - Business Management
Dean College, Franklin, MA

SPECIFIC SKILLS

QuickBooks Desktop Assisted Payroll
QuickBooks Wholesale and Distribution
Quicken

Notary Public

Word, Excel, Outlook

21-035

Review Proposed Amendment to Property for

Cobble Knoll Estates LIP Project

1336 Main Street

From: Thomas Roche <rochebuilding@hotmail.com>

Sent: Monday, February 7, 2022 10:03 AM

To: Mike Guzinski <mguzinski@millisma.gov>; Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov>

Subject: Coble Knoll Estates LIP project

Hi Mike and Karen, can i get placed on the next selectman's meeting to discuss and get approval of adding the property at 1336 Main street, Map and parcel number 22-21. to this project. This property abuts the original approved site and will enhance the overall project's objective Thank you Tom Roche



TOWN OF MILLIS

Pete Jurmain, *Chair*
Erin Underhill, *Vice Chair*
Craig Schultze, *Clerk*
Michael J. Guzinski, *Town Administrator*

Economic Development & Planning Director
Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7040
Fax: 508-376-7053
rweiss@millisma.gov

TO: Millis Select Board
FROM: Robert Weiss, Economic Development & Planning Director
DATE: February 28, 2022
RE: Cobble Knoll Estates Amendment

This evening I am asking the members of the Select Board to review a proposed amendment to the Cobble Knoll Estates development planned for 1344 Main Street.

Last year the Board approved this Local Initiative Project (LIP) for the development of 20 single-family attached units that includes 5 units of affordable housing for families. Each unit is to be sold for homeownership. The Mass Department of Housing and Community Development approved the project in a letter to the Board on June 10, 2021.

The developer, Mr. Thomas Roche, has purchased an adjacent parcel at 1336 Main Street and is presenting concepts this evening proposing the addition of 8 units, two of which are affordable. The result of this amendment would increase the Cobble Knoll Estates project to 28 homeowner units, 7 of which would be affordable. Two sketches representing possible plot layouts have been included in your packets for your consideration.

Town staff met with Mr. Roche earlier this month to review his proposal and recommends that the Board approve his amendment to the Cobble Knoll Estates project. This keeps the project in line with the Town's goals of increasing its affordable housing stock and would contribute to the Town's Subsidized Housing Inventory, which currently stands at 4.3%.

21-036

Approval of Housing Choice Initiative Plan



TOWN OF MILLIS

Pete Jurmain, *Chair*
Erin Underhill, *Vice Chair*
Craig Schultze, *Clerk*
Michael J. Guzinski, *Town Administrator*

Economic Development & Planning Director
Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7040
Fax: 508-376-7053
rweiss@millisma.gov

TO: Millis Select Board
FROM: Robert Weiss, Economic Development & Planning Director
DATE: February 28, 2022
RE: Approval of Housing Choice Initiative Application

This evening I am asking the members of the Select Board to approve the Town's application to the Massachusetts Housing Choice Initiative Program and to authorize the Town Administrator to sign the application on behalf of the Board. (<https://www.mass.gov/orgs/housing-choice-initiative>)

The Housing Choice Initiative Program *"rewards municipalities that have produced a significant number of housing units in the last five years and that have adopted or established Best Practices that encourage housing production. This competitive grant program awards funds based on the project's nexus with housing, transportation, infrastructure, economic development, and community development."* Additionally it *"provides incentives, rewards, technical assistance and targeted legislative reform to encourage and empower municipalities to plan and build the diverse housing stock that the Commonwealth needs to continue to thrive."*

This year alone, municipalities have received sewer pumps to help meet development capacity, engineering designs for a main street to support new housing, assistance to address accessibility issues for parks, and construction of new sidewalks for new housing development.

From an economic development point of view, the Baker administration says, *"the Commonwealth must build more diverse housing stock to support our growing economy and to provide our changing population with housing choices."* There is now a further incentive for becoming Housing Choice Initiative designee: to achieve the benefits of the MBTA Communities Multi-family Housing requirement.

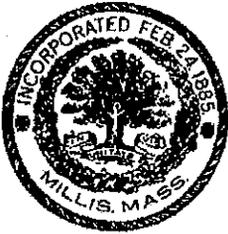
Much like the Community One-Stop for Growth program, the Housing Choice Initiative provides a single portal to multiple grant program. As a Housing Choice designee, Millis would have a leg up over communities that are not designated.

Millis has seen significant growth in housing in the past five years. But, that growth has not been equitable. While Millis's residential growth is among the leaders in the commonwealth its subsidized housing proportion has actually decreased. The Housing Choice programs can help us increase our housing stock's diversity along with the Town's general economic development situation.

PROPOSED MOTION: "I move to approve the Town's application to the Massachusetts Housing Choice Initiative Program and to authorize the Town Administrator to sign the application on behalf of the Board.

21-037

Approve RFP for Town Owned Land Inventory
And Management Plan



TOWN OF MILLIS

Nathan Maltinsky, *Chair*
Wendy Barry, *Treasurer*

COMMUNITY PRESERVATION COMMITTEE

900 Main Street • Millis, MA 02054
Phone: 508-376-7045

Camille Standley
Administrative Assistant
cstandley@millisma.gov

February 25, 2022

To: Peter Jurmain, Select Board Chair
Michael Guzinski, Town Administrator

From: Nathan Maltinsky, Chair 
Community Preservation Committee

Re: Creation of a Master Plan for Town-Owned Properties Funding Request

The Community Preservation Committee met at their regularly scheduled meeting on Thursday, February 24, 2022. Ms. Carol Hayes, Vice Chair of the Conservation Commission, presented the above-mentioned Community Preservation Funding Request application in the amount of \$200,000.

Discussion on this request was continued to the March 24, 2022, CPC meeting as the Committee has some concerns and would like information from the Select Board before moving forward with the application. The Committee would like clarification/input on the following items:

- The proposal states that consultants would evaluate and catalogue the properties. Much of this work was already done by the town for the Fields Study and could be utilized, thereby reducing the cost of the Master Plan creation. Also, much of this information is available through Town Departments.
- What other funding sources will be provided? The CPC should not be the sole provider for funding.
- How will funding be provided to implement the recommendations made in the Master Plan? Maintenance, improvements, etc.? Will an operating budget be provided?

Thank you for your attention to this matter.

cc: R. Weiss, ConCom, File

Memo to SB re Master Plan for Town Owned Properties.doc



TOWN OF MILLIS

Pete Jurmain, *Chair*
Erin Underhill, *Vice Chair*
Craig Schultze, *Clerk*
Michael J. Guzinski, *Town Administrator*

Economic Development & Planning Director
Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7040
Fax: 508-376-7053
rweiss@millisma.gov

TO: Millis Select Board
FROM: Robert Weiss, Economic Development & Planning Director
DATE: February 28, 2022
RE: Approval of RFP for Town Owned Land Inventory

This evening the Conservation Commission presents, for Board approval, its referral for proposal (RFP) to find a consultant to analyze and create a management plan for 35 Town-owned parcels of land. Carol Hayes, the Commission's Vice-Chair will explain details of the RFP to the Board. The Commission is seeking the Board's approval to issue the document.

This proposed study is a follow up to the Town's Open Space and Recreation Plan, which was finalized in 2019. This study will further analyze these 35 parcels and propose a practical management plan for each parcel. The Commission is looking for guidance from the document that will help categorized the general character of the properties into purposes of recreation, water quality, municipal use, or of no value and could possibly be discarded by the Town.

The Commission is also asking the awarded consultant to focus on 3 – 5 of the parcels that will be deemed most important to immediate action. If the RFP can be issued without delay, the Commission plans to receive bids from potential consultants by March 31, allowing the funding process to proceed to the spring Town Meeting.

Request for Proposals

Development of a Master Plan for Lands Owned by The Town of Millis

The Town of Millis is seeking a qualified consultant to develop a master plan for 35 properties owned by the Town. This portfolio of properties has been built over many decades, including some that were acquired more than 100 years ago. The oldest of these properties was acquired in 1849 and once served as the site of a long abandoned wooden schoolhouse. In 2021, the Town acquired a 23.13-acre parcel of undeveloped land through the exercise of a §61A option (the Braun Property). The land was purchased with general funds and as such is unrestricted. The town is seeking a holistic plan for this portfolio. The other major acquisition was the Cassidy Farm which was purchased in 1988. This 38 acre parcel has been largely untouched. The properties should be classified into four categories: first, those with recreational potential; second, those associated with water quality protection/wildlife habitat; third, municipal use such as the Department of Public Works (DPW); and fourth, those that can be sold or developed. For each property, the plan should define how the parcel serves the community, and/or protects the environment, or neither.

As resources are limited, the consultant is requested to identify and prioritize three or four properties that could be improved or developed for recreational purposes. For the selected properties, the consultant shall develop a detailed plan enumerating the future uses, benefits to citizens, capital costs, and annual maintenance requirements.

The scope includes 35 properties, some of which consist of multiple parcels. Several parcels are managed by the Millis Conservation Commission, some are not accessible, some are used by the DPW, and some have structures on them. Many are comprised of wetlands and are non-buildable or partially buildable.

Background

Millis updated its Open Space Recreational Plan in 2019. Among the goals established in that document were two specific objectives: to “develop a guide to Millis open space resources that is available to residents as both a paper and digital brochure” (6.1) and to “develop a consistent system of signage, wayfinding, information, and trailblazing at Town-owned open spaces and conservation areas” (6.2). As a result, the Millis Conservation Commission (MCC) inspected all of the accessible properties and documented the condition, identified obvious needs, and researched deed restrictions. In response to these goals, MCC secured a proposal to conduct a study for nine properties under its management and requested funding from the Community Preservation Committee (CPC). The CPC was receptive and recognized the need for such an undertaking, but also requested that the study be expanded to include all town-owned properties other than those used by schools, municipal buildings, and Oak Grove Farm. The Select Board embraced this effort and instructed staff to support the project.

Community

The Town of Millis is a small, suburban town located in western Norfolk County, Massachusetts approximately 26 miles southwest of Boston, 32 miles east of Worcester, and 32 miles north of Providence, Rhode Island. Millis is bordered by Medway on its west, Holliston and Sherborn on the north, Medfield on the east, and Norfolk on the south.

The population, as published in the 2020 annual report, was 8,851. The percentage of senior population in Millis is greater than the statewide percentage and the youth population is lower as shown in the table below. These numbers do not reflect the impact of a 324 home, 55+ community that is currently being built; over one third these homes now occupied. Thus, the percentage of older citizens will likely grow in the short term. There are also a number of proposed multi-family projects in the planning stage which might provide some balance.

	% of Population	
	<u>Millis</u>	<u>Mass</u>
Preschool	4.3%	5.2%
School Age	13.9%	17.4%
Adult	53.9%	53.8%
60+	27.9%	23.6%

The town has a land area of 12.3 square miles, or 7,848 acres, and is located entirely within the boundaries of the Charles River Watershed. The Town includes a large amount of land that is part of the Charles River Natural Storage Area. Much of this land is owned and managed by the United States Army Corps of Engineers. The Town is located within the Southern New England Coastal Plains and Hills Ecoregion, an area comprised of plains with a few low hills. The Town includes about 2,617 acres of agricultural, open space, conservation, and recreational land. Within this acreage, 2,268 acres or 28.9% of the total land area of Millis is protected in perpetuity including BioMap2 Core Habitat and BioMap2 Critical Natural Landscapes. ¹

The Town of Millis has several significant wetland areas that mirror the location of the aquifers. One substantial wetland area is on the eastern portion of the Town along the edges of the Charles River with the largest area in the northeastern portion of the Town near South End Pond. This wetland area is a 2,473 acre Core Habitat featuring Wetland Core, Aquatic Core, Priority Natural Communities, and Species of Conservation Concern according to the Natural Heritage and Endangered Species Program of the MA Division of Fisheries and Wildlife. This area includes a 1,057 acre Wetland Core that is the 6th largest in the State. ²

The Table below summarizes the protected land by owner as published in the OSRP. There have been some minor changes and updates since the table was created.

Protected Land per the OSRP

<u>Owner</u>	<u>Acres</u>	<u>%</u>
Town owned Parks	231	2.9%
Town owned Conservation	315	4.0%
School Athletic Fields	33	0.4%
Army Corps of Engineers	850	10.8%
Trustees of the Reservation	147	1.9%
Private with permanent CR	430	5.5%
Private Section 61	864	11.0%
Total Protected Acres	<u>2,870</u>	<u>36.6%</u>
Total Acres within Millis	<u>7,848</u>	

Available Data and Resources

The following data and resources are available from the Town of Millis for use in drafting the master plan.

- Open Space Recreational Plan dated June 26, 2019, updated in November 2021. (downloadable PDF from the town's website)
- Detailed study of properties conducted by the Conservation Commission in 2020/21. (Electronic from the Conservation Commission). This includes parcel numbers and deeds where available.
- GIS data.
- Athletic Field Master Plan prepared by CDM Smith completed in August of 2014. (DPW hard copy)
- Conservation Covenant for the public open space at Regency at Glen Ellen.

Scope of Services

It is anticipated that the Master Plan will put forth fiscally prudent recommendations for all properties including the Braun and Cassidy properties with detailed plans for the three or four properties that have the greatest potential to increase the recreational and open space assets of Millis. Each property should be identified as belonging to one of the four following categories:

- Recreational potential.
- Water quality/habitat protection, but lacking recreational potential due to access, deed restrictions, or other impediments.
- Municipal use such as DPW, future municipal buildings, or schools.
- Having no or little value to the town and that could potentially be sold or used for low- or moderate-income housing.

The Town has acquired, taken, seized, been gifted, or otherwise received a number of properties over the years. The oldest dates back to 1849, and the town lacks an overall vision for these properties. In some cases, no department, commission, or committee has management

responsibility and in others the manager named in the OSRP may not be the best choice. In addition to determining how each parcel serves the community as a whole, the plan should recommend the best resource for management responsibility. Thus, the push exists for a comprehensive master plan. Some of the considerations to be outlined are described below:

Recreation

Citizens have been complaining about the conditions of several recreational properties managed by the Conservation Commission. Pleasant Meadows and Richardson Pond have receive the most complaints. The complaints include downed trees blocking trails, poorly marked and maintained trails, broken picnic tables and benches, poor or missing signage, and entrances that are difficult to find.

The Town acquired several properties in recent decades for passive recreation but has only kept the fields mowed so that trees do not overtake the land. Currently, there is no plan to develop these properties or budget to maintain them.

In the 2014 study and in the OSRP, citizens expressed a strong desire for more athletic fields. Currently there are a limited number of athletic fields on the school campus and some soccer fields at Oak Grove Farm. There is a single playground at Oak Grove Farm and the Oak Grove Commission which will be upgraded in 2023. There is also a single swing set at the Waites Mill Park on the south side of Millis. Currently, there are no community gardens in Millis.

One of the major objectives of the Master Plan is to assess the properties that are currently listed as open space and recreation, conservation land, and properties not in the OSRP that have potential for open space or recreation both passive and active and to recommend the most beneficial use regardless of timing. From the list, the consultant will identify three properties that have the greatest cost benefit ratio and develop comprehensive plans for each of them. This is likely to be a mix of small projects and larger projects. For example, for the open space at the Regency at Glen Ellen, the only requirements might be to publicize the property to increase awareness and add some standard signs. At the other end of the spectrum, might be a long term plan for the Cassidy Farm and adjacent Dewey property. For Richardson Pond, the recommendation might be a mix of short term improvements to benches and plantings and a longer term plan to improve water quality and to restore the trails around the pond.

As both the Army Corps and the Trustees own or have restrictions on a significant amount of land in Millis, some of which is contiguous or proximate to Town-owned land. The plan should explore opportunities to partner with them to expand the recreational resources of Millis. For example, All Trails shows trails starting on Town-owned land, crossing ACOE land and looping through Bridge Island Meadow owned by the Trustees. These may present opportunities to leverage town-owned properties.

The criteria for evaluating the potential recreational properties should include:

- Assessment of the accessibility, parking, trails, signage, and branding for each parcel.
- Assessment of current and potential connectivity of the open space parcels to each other and to the community as a whole through trails, roadways, sidewalks, and habitat corridors.
- Evaluation of abutting properties to better assess and prioritize future land acquisition and/or open space protection.
- Review of deed, zoning, and other restrictions on the use of the land.
- Documentation of any significant encroachments or issues on the three priority properties.

The comprehensive plan for the selected properties would include:

- A vision and rendering of the property when fully developed.
- An enumeration of the enhancements to the quality of life for the citizens of Millis.
- A multi-year capital investment plan.
- Projected annual maintenance requirements at each stage of development.
- Legal or zoning hurdles to be addressed including trail easements.
- Potential sources of funding.

Water quality/habitat protection

Some properties were acquired specifically for protecting water quality and others are within a DEP wellhead protection zone. These should be clearly identified and any problems noted. For example, is it recommended that wetlands be delineated? Are there any areas that are being mowed or utilized in ways that they should not be? Should the town seek grants to reforest any properties or portions thereof? What agency is best capable of managing each of these?

Hunting

The Mass Wildlife Lands Viewer shows 4 properties in Millis in their website; are they properly designated and is hunting compatible with the Town Bylaws and nearby development? The properties that the State has identified for hunting are: Pleasant Meadows Farm, the Henry L. Shattuck Reservation (Millis portion owned by the Trustees), Village Street Walking Paths, and Bridge Island Meadow (Trustees). There are also hunting signs on the ACOE land off Island Road, but this does not appear on the Mass Wildlife Lands Viewer.

Municipal Use

The OSRP identifies some properties as managed by the Conservation Commission, but they are gated for use by the Water Department. The study should clarify the appropriate management authority. Some parcels may be reserved for future municipal use. A portion of the Cassidy Farm is open space recreational land, a portion has ACOE easements, and a portion is unrestricted. The town has considered building a

new senior center on the unrestricted portion of this parcel. If done, this could connect with the open space and offer assets for the growing senior and multifamily populations, for community gardens, or other amenities to serve this portion of the citizenry.

Potential to Sell or Develop

Increasing the proportion of affordable housing has been identified as a need for our community. Some unrestricted properties with road frontage located in neighborhoods or commercial districts may be candidates for sale. There is a need for additional low or moderate income housing. Might any of these properties be appropriate for such development, or if not, might they be sold with the proceeds earmarked for affordable housing projects.

Required Meetings and Updates

It is anticipated that the project will involve several in person meetings and stakeholder meeting. The process will begin with an initial kickoff meeting with the Conservation Commission Chair, appropriate committee chairs, and senior administration officials. The primary contacts will be Robert Weiss or John Steadman. Monthly updates shall be provided to the primary contacts by the third Monday of each month. In the early stage of the study, the consultant is encouraged to arrange a meeting with the Trustees and ACOE to explain the project and explore collaboration.

After the initial analysis by the consultant, a preliminary report of recommendations and properties selected for detailed study shall be presented to the Conservation Commission in a regularly scheduled meeting prior to holding stakeholder meetings.

As public input and buy-in are essential to the acceptance and implementation of this project, several public meetings are anticipated. There should be at least two such meetings focusing on the top properties chosen for in-depth review. The first such meeting will be with the Conservation Commission. A second meeting will be held with the Town Administrator, Conservation Commission, Select Board, and any other boards selected by the Administrator

The final report shall be presented to the Conservation Commission, other town committee members, and stakeholders in a public meeting to formally accept the document.

Deliverables

The Master Plan and all supporting material will be delivered in a written format with photographs, maps, and/or diagrams included where appropriate. The documents will be supplied as an editable file (in a format suitable for Town use), a PDF suitable to post on the Town's website, and in print format (2 printed copies will be provided).

Timeline

Proposals must be received on or before the close of business on March 31, 2022 for evaluation and to secure funding. If delivered by hand, they should be directed to the office of the Town Administrator. The approval of the study will require approval of a warrant in the Town meeting in May, 2022 and the contract will be awarded within 15 business days following approval at the town meeting.

The final report is to be issued on or before December 15, 2022.

Qualifications

Consultant shall possess a demonstrated expertise in the development of open space and recreational plans consistent with the Laws of the Commonwealth of Massachusetts.

Consultant is to provide references demonstrating similar project experience in constructing master plans and soliciting broad input from the citizenry. Preference will be given to consultants who have worked in the Charles River watershed and worked with the Army Corps of Engineers and the Trustees of the Reservation.

Questions

Any questions should be directed to

- Mr. Robert Weiss, Economic Development and Planning Director/Energy Manager, Phone (508) 906-3742, email rweiss@millisma.gov.
- Mr. John Steadman, Conservation Commissioner. Phone 850-510-0324, email jsteadman@millisma.gov.

Attachments:

- A. Price form
- B. Table of Town-owned properties
- C. Map of Town-owned properties

Footnotes:

- ¹ Town of Millis Open Space Recreational Plan dated June 26, 2019 page 11.
- ² Ibid. Page 33.

ATTACHEMENT A
TOWN OF MILLIS
PRICE FORM
MASTER PLAN FOR TOWN-OWNED LANDS

Name of Person or Firm: _____

Address: _____

Phone: _____

Email: _____

Master Plan (Lump Sum) \$ _____

Meetings with Town or Commissions (per meeting)

In Person \$ _____

Via Zoom \$ _____

Public Meetings (per meeting) \$ _____

Primary Contact

Name _____ Email _____

Phone _____

The undersigned hereby submits a price proposal to perform the services outlined in the Request for Proposals for the Development of a Master Plan for Lands Owned by the Town of Millis. The proposed hereby pledges to deliver the complete scope of services required for the rates shown above. All travel, mailings, and related expenses associated with this project shall be included in the prices listed above.

The undersigned certifies under penalties of perjury that this quote has been made in good faith and without collusion or fraud with any person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Submitted by:

Name: _____ Date: _____

Title: _____

Company Name: _____

Return to:

Town of Millis

Attn: Office of the Town Administrator

900 Main Street

Millis, MA 02054

Or email to rweiss@millisma.gov and a copy to jsteadman@millisma.gov.

Attachment B

Town Owned Properties Excluding Municipal Buildings, Schools & Oak Grove Farm

Site Key Numbers 1 thru 17 are references to the OSRP

Site Key	Name	Ownership	Management Agency	Current Zoning	Current Use	Condition	Public Access	Type of Public Grant Accepted	Degree of Protection	Acres
3	Pleasant Meadows Farm	Town of Millis	Millis Conservation Commission	R-S	Trials & Meadows. Farming	Fair	Full	Municipal (Town override 1998), MA Self Help Grant	Permanent	32.5
4	Village Street Walking Paths	Town of Millis	Millis Conservation Commission	R-S	Open field and woods with trails. A portion is being cut for hay.	Fair	Full	Acquired in early 1970's for \$19k	Permanent for Protection of ground water.	35.4
5	Dewey Property	Town of Millis	Conservation Commission	R-S	Conservation. Mowed for hay	Good	Access by foot or through Bogastow Meadow	Community Preservation Fund	Permanent	5.5
6.1	Cassidy Property (Bogastow Meadow)	Town of Millis	Board of Selectmen/ Millis Conservation Commission	R2	Passive recreation/ Conservation & mowed field	Good	Parking area for 5 cars.	Municipal (Town override 1998), MA Self Help Grant	Portions Permanent & Unrestricted	19.1
92.5										
Town-owned Land - Conservation										
10	Richardson's Pond	Town of Millis	Millis Conservation Commission	R-T	Passive recreation/ Conservation Picnicing	Fair	Full	Acquired in 1939	Permanent	13

11	South End Pond	Town of Millis	Conservation Commission - DPW	R-T	Passive recreation/ Conservation	Fair	Full	None	Permanent	9
12	Pleasant Street Park	Town of Millis	Millis Conservation Commission		Dump for neighbors	POOR	Full	None	Permanent	4.5
13	Conservation Area – Charles River Natural Valley Storage Areas	Town of Millis	Millis Conservation Commission	EX	Conservation	Good	Not Accessible	Tax Seizures	Permanent	133.8
14	Charles River Natural Valley Storage Area Environmental Dr to Island	Town of Millis	DPW & Conservation Commission	R-S, R-T, EX	Public works garage, wellhead lands, old dump	Fair	Limited	None	Permanent	107
15	Off Village St, – Charles River Natural Valley Storage Areas	Town of Millis	Should be DPW	MIXED	Conservation Water Dept	Unknown	Not Accessible	Unconfirmed	Permanent	14.6
16	Apple Knoll Farm	Town of Millis	Millis Conservation Commission DPW?	A	Town water well and recharge area	Unknown	Not Accessible	Purchased for \$1,358,000 in Jan, 2002 for a new well	Permanent	10.4
16.1	Norfolk St. Canoe Launch	Town of Millis	Millis Conservation Commission Ma. Fish & Game	R-T	Canoe Launch	Good	Yes	None	200' River Buffer	0.65
17	Middlesex St.	Town of Millis	Millis Conservation Commission	R-S	Conservation	Wooded	Not Accessible	Taken in lieu of taxes & gift	Permanent	6

											298.95
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Properties Not in the OSRP where Con Com is named as owner or manager

A1	Bogastow Park	Town of Millis	Millis Conservation Commission	L	Conservation	Good			Permanent	5.9
A2	Acorn & Spencer	Town of Millis	Millis Conservation Commission	R-S	Conservation	Good	Not Accessible	None	Permanent	4.68
A3	Charles River	Millis Conservation Commission	Millis Conservation Commission	L	Conservation	Unknown	From Charles River only	Gift	Permanent	3.06
A4	Regency at Glen Ellen, The Glen	Regency at Glen Ellen Condominium Trust	Millis Conservation Commission	R-S	Passive recreation & Conservation	Excellent	Partial	Conservation Grant	Permanent	78.24
A5	Grove Street - no address	Town of Millis	Millis Conservation Commission	R-T	Conservation	Wooded	No Parking	Tax Seizure 1956	Permanent per State 1977	11.27

103.15

Properties Not in the OSRP where Con Com should be named as owner or manager

B1	Orchard & Grove	Town of Millis	?	R-T	Conservation	Wooded	No Parking	Tax Seizure in 1983	None other than wetland buffer	1.49
B2	Main Street - no address. South of Dover	Town of Millis	?	R-S	Wetland Protection	Wooded	None	Tax Seizure in 1987	Permanent per State 1977	3.97
B3	Farm & Acorn Streets	Town of Millis	?	L	Wetland Protection	Wooded	None	Gift in Lieu of Taxes	Permanent per State 1977	4.4

B4	Bogastow Brook 0001-0002	Town of Millis	?	R-S	Wooded and pasture	Landlocked	None	Tax Seizure in 1964	Wetland and Upland	0.79
										10.65

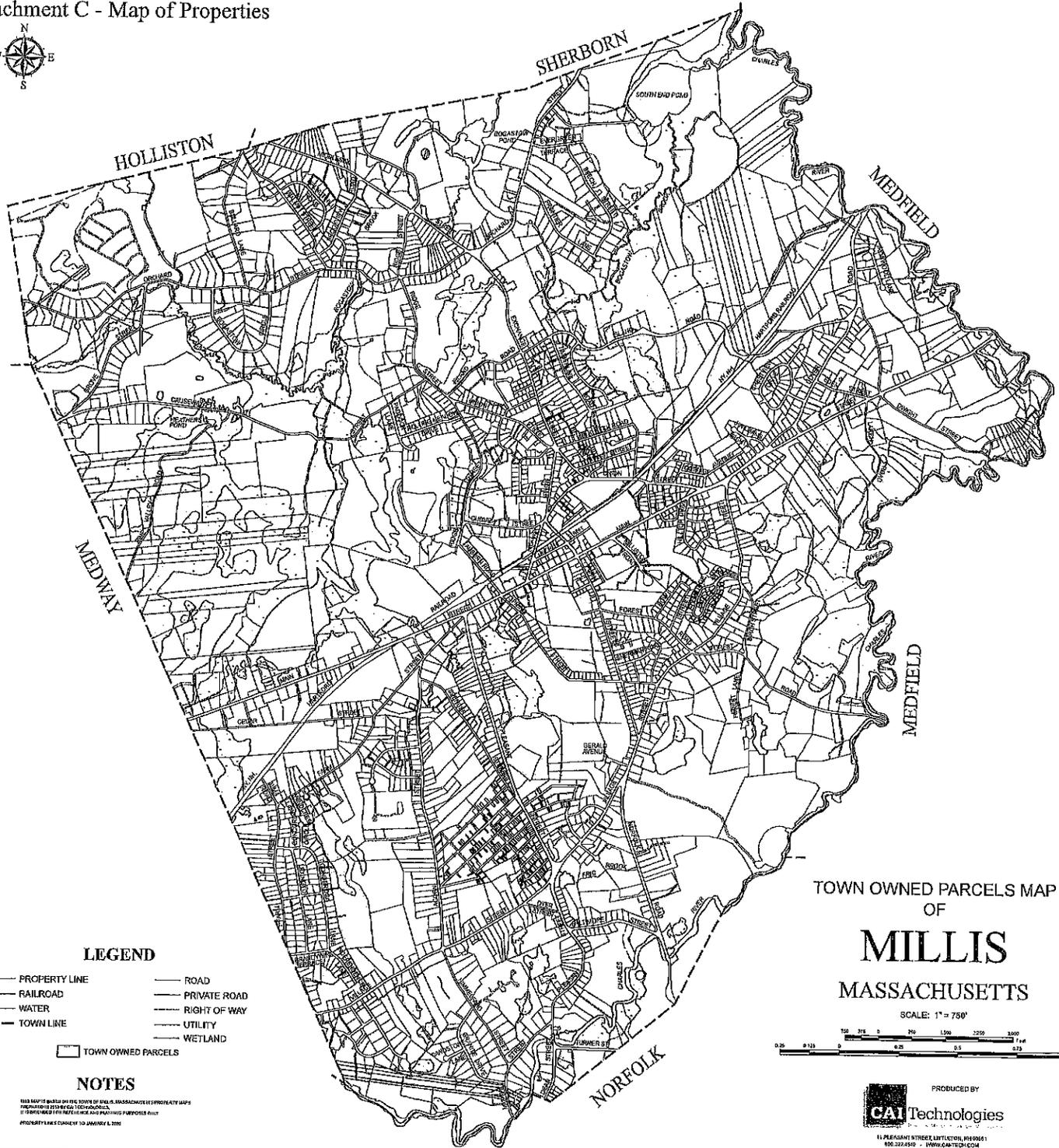
Parks Not in the OSRP

C1	Waites Mill Park	Town of Millis	Fire Department	R-S	Park	Excellent	Full	Purchased from American Felt	None other than 200' riverfront buffer	1.2
C2	Memorial Park	Town of Millis	DPW & Conservation Commission	EX	Park	Well Maintained	Sidewalk	Gift in 1936	See Deed	0.13
										1.33

Other Town Owned Lands NOT in the OSRP

X1	219B Farm Street	Town of Millis	?	R-S	Wooded	Wooded	None	Tax Seizure in 1975	None	0.24
X2	Lot 0041-0041 off Independence	Town of Millis	?	L	Wooded	Wooded	None	Tax Seizure in 1996	None	2.25
X3	Main St across from Ryan Family Ent	Town of Millis	Should be DPW	C-V	Flood Control	Rail bed in rear	Faces Main	Purchased from Ms. Harcovitz in 1998 for \$30k	None, borders wetland	0.36
X4	185 Pleasant Street	Town of Millis	Historical Commission	R-S	Not used	Poor	From sidewalk	Purchased in 1849	None known	0.75
X5	Lot off Pleasant Street access from Baltimore	Town of Millis	Should be Con Com	R-S	Unimproved for Conservation & Open Space	Wooded	None	Quitclaim Deed 9/2001	Conservation & Open Space	2.8

Attachment C - Map of Properties



LEGEND

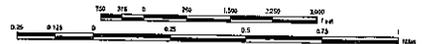
- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| — PROPERTY LINE | — ROAD |
| — RAILROAD | — PRIVATE ROAD |
| — WATER | — RIGHT OF WAY |
| - - - TOWN LINE | — UTILITY |
| | — WETLAND |
| TOWN OWNED PARCELS | |

NOTES

THIS MAP IS BASED ON THE TOWN OF MILLIS, MASSACHUSETTS PROPERTY MAP AS MAINTAINED BY THE TOWN OF MILLIS. CAI TECHNOLOGIES HAS CONDUCTED VISUAL INSPECTIONS OF THE MAP FOR PURPOSES OF THIS MAP. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. PROPERTIES LISTED ARE SUBJECT TO CHANGE WITHOUT NOTICE.

TOWN OWNED PARCELS MAP
OF
MILLIS
MASSACHUSETTS

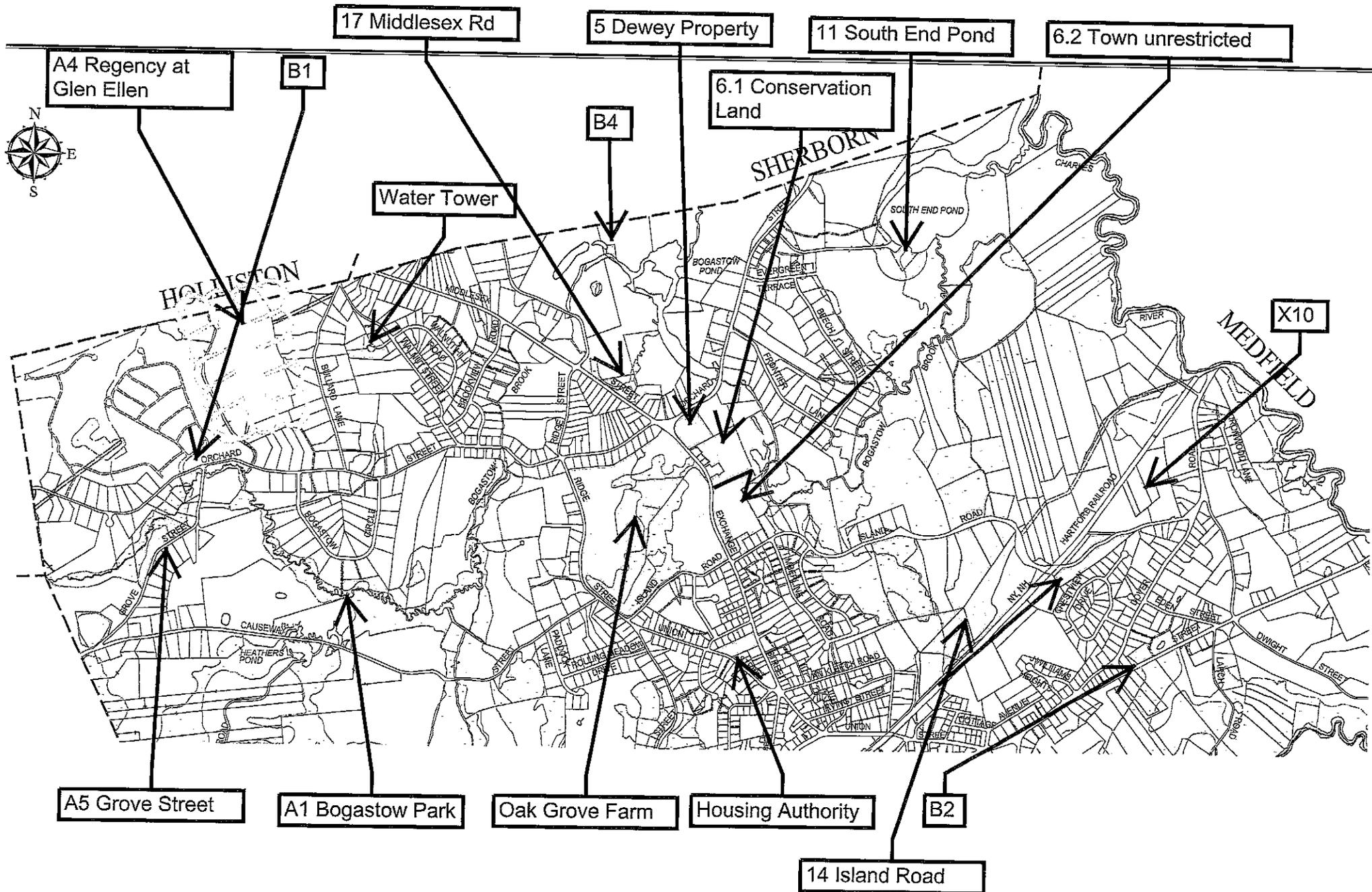
SCALE: 1" = 750'



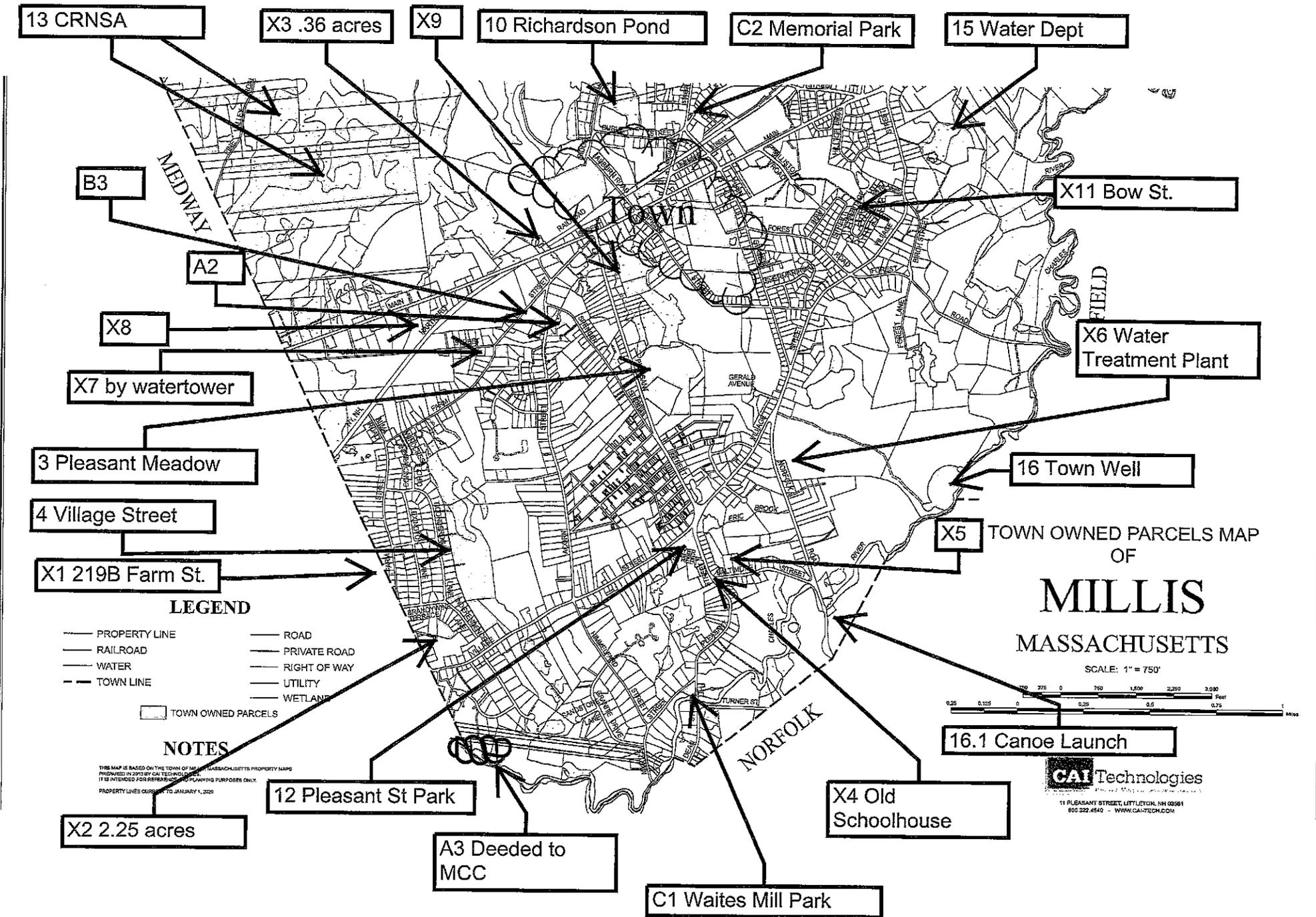
PRODUCED BY
CAI Technologies

11 PLEASANT STREET, LITTLETON, CO 80120
800.222.4510 • WWW.CAITECH.COM

Attachment C.2. North Side



Attachment C.3 South Side



21-038

Approve Contract with Kleinfelder for Engineering and Construction Oversight for the
D'Angelis Water Treatment Plant PFAS Upgrades

OWNER-ENGINEER AGREEMENT

THIS AGREEMENT made this _____ day of February in the year Two Thousand and Twenty-Two, between Kleinfelder Northeast, Inc. with a usual place of business at One Beacon Street, Suite 8100, Boston, Massachusetts 02108, hereinafter called the ENGINEER, and the Town of Millis, acting by its Town Administrator, with a usual place of business at Memorial Building, 900 Main Street, Millis, MA 02054, hereinafter called the OWNER.

The ENGINEER and the OWNER, for the consideration hereinafter named, agree as follows:

1. Services
The Engineer shall furnish all labor, materials, equipment and insurance to perform all services for the project known as “**D’ANGELIS WATER TREATMENT PLANT PFAS UPGRADES – ENGINEERING SERVICES DURING CONSTRUCTION**”. Such services will be provided in accordance with the specific Scope of Services provided in Attachment A.
2. Contract Price
The Owner shall pay the Engineer for the performance of this Agreement, subject to any additions and deductions provided for herein, as provided in **Section 3 of Attachment A**.
3. Commencement and Completion of Work
 - A. The Engineer shall commence and prosecute it’s Scope of Services under this Agreement upon execution hereof and shall perform the work as expeditiously as possible through completion.
 - B. The fee is based on an anticipated construction period of 14 months, and is subject to change based on elements outside of Engineer’s control, including but not limited to contractor performance, material availability and weather.
4. Performance of the Work
 - A. **Direction of the Work:** The Engineer shall supervise and direct engineering services, using the Standard of Care defined herein as the skill and care currently rendered by other members of the engineering/design profession for projects similar to the Project in scope, difficulty and location (“Standard of Care”). No other representation, guarantee, or warranty, express or implied, is included or intended in the Agreement, or in any communication (oral or written), report, opinion, document, or instrument of service. The Engineer shall be solely responsible for coordinating all portions of the work under the Agreement, unless otherwise specified in Attachment A.

B. Responsibility for the Services:

- (1) The Engineer shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees and other persons performing any of the Work under a contract with the Engineer. Consistent with the Standard of Care referenced in Paragraph A. above and the scope of services set forth in Attachment A, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specification, estimates and other work or services furnished by him or his consultants and subcontractors and the review of shop drawings, response to contractor questions and observation and examination of contractors' work through site visits. The Engineer shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the Owner shall not be necessary. The Owner acknowledges that the Engineer does not have control over construction costs or contractors' prices, that Engineer's construction cost estimates are based on its experience and judgement as a design professional and that contractors' bid prices may vary from such estimates.
- (2) The Engineer shall not employ additional consultants not named in his proposal to the Owner, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Owner. Such written consent shall not in any way relieve the Engineer from his responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.

Engineer will employ the following subconsultants who have been responsible for portions of the design:

- **SAR Engineering (electrical, mechanical, plumbing, HVAC)**
 - **CDW (hazardous building materials)**
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
 - (4) The Engineer and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
 - (5) The Engineer shall not be relieved from his obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Engineer.
 - (6) Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the Engineer shall become the property of the Owner upon payment in full therefor to the Engineer. Ownership of stamped drawings and specifications shall not include the Engineer's certification or stamp. Any reuse of such documents without the Engineer's written verification of suitability for the specific purpose intended shall be

without liability or legal exposure to the Engineer or to the Engineer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the Engineer's rights under this Agreement.

D. Notices, Compliance with Laws:

- (1) The Engineer shall give all notices and comply with all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The Engineer shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid.
- (2) The Owner represents that they have disclosed to the Engineer all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (3) If the Engineer observes that any of the Owner's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulation in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate notification.
- (4) In the performance of the Work, the Engineer shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed: Engineer's Investigation

The Owner shall furnish to the Engineer available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Engineer and is not guaranteed. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished and the Engineer must satisfy himself as to the correctness of such information. If, in the opinion of the Engineer, such information is inadequate, the Engineer may request the Owner's approval to verify such information through the use of consultants or additional exploration. In no case shall the Engineer commence such work without the Owner's prior written consent. Such work shall be compensated as agreed upon by the Owner and the Engineer.

6. Payments to the Engineer

- A. The Owner shall make payment to the Engineer, monthly, upon approval of the Engineer's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.
- B. If there is a material change in the scope of the work, the Owner and the Engineer shall mutually agree to an adjustment in the Contract Price. Delay of one year or more plus a significant change in the estimated cost will be considered a change in the scope of the work.
- C. If the Owner authorizes the Engineer to perform additional services, the Engineer shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the Engineer shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the Engineer shall be reimbursed by the Owner: (a) at 1.0 times the actual cost

to the Engineer or consultants retained to obtain information pursuant the Article 5 hereof or otherwise. No such reimbursement shall be made unless the rate of compensation has been approved, in advance, by the Owner; (b) at 1.0 times the actual cost of additional or specially authorized expenses items, as approved by the Owner.

8. Final Payment, Effect

The acceptance of final payment by the Engineer shall constitute a waiver of all payment claims by the Engineer arising under the Agreement.

9. Terms Required by Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

A. General Liability: The Engineer shall indemnify and hold harmless the Owner from and against any claims, damages, losses and expenses, including reasonable attorney's fees, to the proportionate extent arising out of the performance of the Agreement and to the proportionate extent the same relate to matters of general commercial liability, when such claims, damages, losses and expenses are caused by the negligent or wrongful acts or omissions of the Engineer or his employees, agents, subcontractors or representatives.

B. Professional Liability: The Engineer shall indemnify and hold harmless the Owner from and against any claims, damages, losses and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement and to the proportionate extent the same relate to the professional competence of the Engineer's services, when such claims, damages, losses and expenses are caused by the negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives. Engineer's obligation to indemnify and defend Owner shall be contingent upon a judicial finding of professional negligence on the part of Engineer.

11. Insurance

A. The Engineer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.

B. The coverage shall be in force from the time of the Agreement to the date when all work for the Project is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of three (3) years after completion of the services. Since this insurance is normally written on a year-to-year basis, the Engineer shall notify the Owner should coverage become unavailable.

C. The Engineer shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c. 152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

D. The Engineer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Owner.

E. The Engineer shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property in the amounts of \$1,000,000/\$1,000,000.

- F. Certificates and any and all renewals substantiating that required insurance coverage in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the Engineer, the Owner reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered, or mailed first class, to the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile but shall, to the extent possible, be followed by notice in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven (7) days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Engineer. In the event that the Agreement is terminated pursuant to this subparagraph, the Engineer shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

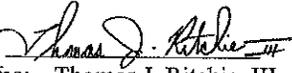
14. Miscellaneous

- A. **Royalties and Patents:** The Engineer shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the Owner, but if the Engineer believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or product specified.
- B. **Assignment:** The Engineer and Owner shall not assign or transfer any of its rights duties or obligations under this Agreement without the written approval of the other parties.
- C. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- D. Owner shall provide unimpeded and timely access to the project site as may be required of Engineer for the successful and timely performance of the services, including third party sites.
- E. Neither party shall be liable to the other for any consequential damages, including but not limited to, loss of profits, loss of use, incidental, exemplary, indirect, punitive, penal, multiple or other special damages incurred by the other party or for which either party may be liable to any third party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

KLEINFELDER NORTHEAST, INC.

TOWN OF MILLIS

By: 
Name: Thomas J. Ritchie, III
Title: Area Manager

By: _____
Name: Michael J. Guzinski
Title: Town Administrator

Approved as to availability of funds

Finance Director, Town of Millis

**PROVISIONS REQUIRED BY MASSACHUSETTS LAW
(Contracts Not More Than \$100,000)**

- (i) If an individual, the individual is a registered engineer;
- (ii) If a partnership, a majority of all the partners are persons who are registered engineers;
- (iii) If a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered engineers, and the person to have the project in his or her charge is a registered engineer;
- (iv) If a joint venture, each joint venturer satisfies the requirements of this section. (Statutory Reference: M.G.L. c. 7, §38A½)

The Engineer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with the award of this Agreement. {Statutory Reference: M.G.L. c. 7, §38H (e) (i)}

The Engineer hereby certifies that no consultant to or subcontractor for the Engineer has given, offered or agreed to give any gift, contribution or offer of employment to the Engineer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Engineer. {Statutory Reference: M.G.L., c. 7, §38H (e) (ii)}

The Engineer hereby certifies that no person, corporation or other entity other than a bona fide full-time employee of the Engineer, has been retained or hired by the Engineer to solicit for or in any way assist the Engineer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Engineer. {Statutory Reference: M.G.L., c. 7, §38H (e) (iii)}

The Engineer shall maintain all books, records and accounts related to the Project in compliance with the following:

1. The Engineer shall make and keep for at least six (6) months after final payment, books, records and accounts that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Engineer.
2. Until the expiration of six years after final payment the Owner, the office of the Inspector General and the Deputy Commissioner of Capital Planning and Operations shall have the right to examine any books, documents, papers or records of the Engineer or of its consultants that directly pertain to, and involve transaction relating to, the Engineer or its consultants.
3. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph shall not be public records and shall not be open to public inspection, except as provided by subparagraph 2.

{Statutory Reference: M.G.L., c. 30, §39R}

The Engineer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Engineer in the preparation of bid documents, as reasonably determined by the Owner. {Statutory Reference: M.G.L., c. 7, §38H (j)}

The Engineer hereby certifies under penalties of perjury that the Engineer has complied with all the laws of the Commonwealth of Massachusetts relating to taxes. {Statutory Reference: M.G.L., c. 62C, §49A}.

Attachment A
Proposal – Scope of Work

**D'Angelis PFAS Water Treatment Building
Engineering Services During Construction
Millis, Massachusetts
Scope of Services
February 22, 2022**

Background and Understanding

A portion of the Town of Millis's drinking water system was recently found to be impacted by six per- and poly-fluoroalkyl substances (PFAS6) at combined levels over the new 20 nanograms per liter (ng/L) Massachusetts Maximum Contaminant Level (MCL) for PFAS6. The D'Angelis Treatment Plant (WTP) serves Well 1 and Well 2 and is currently offline due to PFAS6 detected above 20 ng/L in the blended water from the wells. It is particularly critical to install treatment at the D'Angelis WTP because PFAS6 has been detected in every Millis well, and in some cases, levels have been fluctuating or rising.

Kleinfelder (ENGINEER) has completed the final design and bidding of a new granular activated carbon PFAS removal system and associated building, along with site and ground improvements, pump station improvements, and piping and electrical upgrades. This proposal is for Kleinfelder to provide the Town of Millis (CLIENT) with construction phase designer services typically associated with a facility of this type and commensurate with the professional standard of care during construction and initial startup for the new treatment facility.

1.0 SCOPE OF SERVICES

Kleinfelder's Scope of Services generally consists of the following major activities (described in further detail below:

- Construction administration.
- Technical discipline field oversight for key contractor activities.
- Facility startup and project closeout support.
- Supplemental field coverage as-needed to support the Town's Clerk-of-the Works (CoTW) who will serve as the day to day on-site Resident Project Representative for the CLIENT.

Kleinfelder's fee is based on an anticipated construction duration of 14 months. Kleinfelder (ENGINEER) shall furnish the following services, subject to applicable limitations described in Section 4.0:

TASK 1: CONSTRUCTION ADMINISTRATION & TECHNICAL FIELD OBSERVATION

1. General Construction Administration
 - A. Prior to construction, prepare an updated set of conformed drawings and specifications incorporating all Addenda. Provide full size hard copy sets to CLIENT (3) and Contractor (1).

- B. Provide general project management and administration throughout the project duration, including regular communications with CLIENT regarding all administrative, technical, and financial aspects of the project as well as periodic (every other month) updates to the Select Board.
 - C. Develop and provide monthly project status reports and Kleinfelder invoices.
 - D. Develop and process contracts with sub-consultants (e.g. Electrical / HVAC designer and Hazardous Building Materials Designer).
 - E. Review and comment on Contractors' Schedule on a monthly basis and advise CLIENT as to their progress.
 - F. Serve as CLIENT's liaison to MassDEP and other regulatory agencies on project-related matters involving the agencies.
 - G. Review Contractor's monthly payment requests with CoTW and make payment recommendations to the CLIENT.
2. Construction Coordination Meetings
- A. Conduct a pre-construction meeting at CLIENT site with the Contractor and CoTW to review contract requirements, scheduling, and logistics. Provide meeting minutes.
 - B. Prepare for and attend 14 monthly on-site construction progress meetings with the contractor and CLIENT to review and discuss all aspects of the project. Prepare agenda and meeting minutes.
 - C. Hold up to 7 additional 30-minute progress calls via Microsoft Teams or Zoom.
 - D. Conduct regular internal team progress/coordination meetings.
3. Shop Drawing and Submittal Reviews (up to 80 shop drawings/submittals)
- A. Review and take appropriate action with respect to shop drawings and submittals including review of samples, results of tests and inspections, and other data which Contractor is required to submit.
 - B. Receive submittals from the Contractor, log-in the submittals, distribute the submittals to the appropriate reviewer(s), coordinate with the CLIENT where appropriate, log-out the submittals, and distribute submittal responses to the Contractor.
4. Requests for Information (RFIs)
- A. Review and take appropriate action with respect to RFIs (up to 20 assumed) submitted by the Contractor. Request clarification where needed; review in relation to contract document requirements; develop design sketches; evaluate alternatives; make technical decisions; discuss with Town CoTW, and provide direction to the Contractor.
 - B. Issue RFI related instructions to the Contractor, and issue necessary interpretations and clarifications of the Contract Documents.
 - C. Administer RFI tracking, processing, and management. Receive requests for information (RFIs) from the Contractor, log-in the RFIs, distribute the RFIs to the appropriate reviewer, coordinate with the CLIENT where appropriate, log-out the RFIs, and distribute responses to the Contractor.
5. Site Observation by Office Technical Personnel
- A. Conduct site visits (up to 30) by the technical disciplines as necessary to review and evaluate the progress and acceptability of the Contractor's work. Coordinate with CoTW, provide follow up, including site visit reports, and directives to the Contractor. Visits will be conducted at intervals appropriate to the various stages

- of construction to observe as an experienced and qualified design professional, the progress and quality of the work of Contractors and to determine, in general, if such work is proceeding in accordance with the Contract Documents.
- B. Geotechnical staff will provide full time observation and documentation for ground improvement work, support of excavation installation, and backfill and compaction for an assumed duration of up to 8 weeks (40 working days).
 - C. As part of the site visits ENGINEER will furnish monthly reports for submittal to the Millis Conservation Commission.
6. Change Order Management
- A. Develop and issue CLIENT-desired change directives to the Contractors to modify the scope of Contractor's work.
 - B. With regard to Contractor's requests for scope modifications and additional compensation, review and consult with the CoTW, evaluate, act on, and provide recommendations to the CLIENT.
 - C. Assist CLIENT with negotiating credits due to changes in the work.
 - D. Develop and manage all change order documentation. The budget assumes up to 5 change directives (Client and/or Contractor-directed) during construction and up to 8 Change Orders.
7. Payment Applications
- A. Assist the Town CoTW with review of Contractor applications for payment and make recommendations on payment applications.

TASK 2: PROJECT CLOSEOUT DOCUMENTATION AND STARTUP ASSISTANCE

1. Closeout Documentation
- A. Conduct reviews to determine if the Project is substantially complete and to determine if, to the best of ENGINEER's knowledge, the work has been completed in substantial conformance with the Contract Documents and the intent of the design and if Contractor has fulfilled all of his obligations thereunder, and recommend, in writing, final payment to Contractor(s) if the work is acceptable.
 - B. Issue a Certificate of Substantial Completion.
 - C. Help to develop and monitor the punch list(s) to be prepared by the Town CoTW.
 - D. Issue a Certificate of Final Completion.
2. Startup Assistance and Operations & Maintenance Manual
- A. Schedule and coordinate performance testing and start-up of equipment by manufacturer's representatives.
 - B. Provide on-site observation of equipment start-up (up to 80 hours).
 - C. Provide on-site observation of performance testing (up to 80 hours).
 - D. Document start-up and performance testing results.
 - E. Schedule and coordinate training sessions with manufacturer's representatives at the new facility for operators for familiarization with the purpose of and operation of the equipment and systems installed for this project.
 - F. Review and compile equipment manufacturer's data into electronic PDF and two (2) hard copies of operation and maintenance manuals. Manuals will contain Contractor-submitted equipment manufacturer's operation instructions, parts lists, maintenance data, and shop drawings.
 - G. Upon satisfactory completion of the work, notify MassDEP and attend site a inspection.

3. Prepare Record Drawings

- A. Prepare Record Drawings for the contract. Record Drawings will reflect marked-up prints and drawings furnished by the Construction Contractor and/or CoTW to ENGINEER.
- B. Provide electronic, and two (2) hard copies (one full size and one half size set) of the documents to the CLIENT.

TASK 3.0: AS-NEEDED SUPPLEMENTAL FIELD OBSERVATION COVERAGE

ENGINEER office technical project staff will provide supplemental field observation coverage as-needed to support the Town's Clerk-of-the Works (CoTW) who will serve as the day by day on-site Resident Owner's Representative for the CLIENT. ENGINEER Project Manager and Project Engineer will coordinate closely with Town CoTW to determine when supplemental coverage may be necessary and appropriate depending on CoTW's schedule and other daily responsibilities, and to schedule such coverage. For budgeting purposes, an allocation of an average of one (1) day per week or maximum 600 hours has been reserved for this task.

TASK 4: POST CONSTRUCTION SERVICES (12 months) – TO BE ADDED BY AMENDMENT AT A LATER DATE

- A. Notify DEP the facility is substantially complete and operations have been initiated.
- B. Review and analyze operations data monthly with CLIENT.
- C. Discuss facility performance and potential improvements monthly with CLIENT.
- D. Conduct monthly site visits.
- E. Develop a performance report and submit it to DEP at the end of the one-year period.

Exclusions: Any activity or tasks not specified above.

2.0 SCHEDULE

The construction phase of the project is anticipated to take approximately 14 months. Kleinfelder agrees to commence work immediately upon receipt of Notice to Proceed from the TOWN. Kleinfelder shall use its best efforts to perform the proposed services in a timely manner and in accordance with the standard of professional care barring delays outside of Kleinfelder's control.

3.0 COMPENSATION

Kleinfelder proposes to complete the Scope of Services for the fee by task shown the table below, for a fee Not to Exceed Four Hundred Eighty-Three Thousand Nine Hundred Thirty-Eight Dollars (\$483,938). Compensation will be invoiced on a time and materials basis.

Recognizing that the total project cost exceeds the Town's current appropriation, and that the Town will need to appropriate supplemental funding at Spring Town meeting, the Town and Kleinfelder agree that the current Not to Exceed Limit is \$150,000 and the remainder of the budget is intended to be appropriated at Spring 2022 Town Meeting in May 2022.

Task	Fee
1: CONSTRUCTION ADMINISTRATION & TECHNICAL FIELD OBSERVATION	\$338,476
2: PROJECT CLOSEOUT AND STARTUP ASSISTANCE	\$48,672
3: AS-NEEDED SUPPLEMENTAL FIELD OBSERVATION	\$96,790
4: YEAR 1 OPERATIONAL SUPPORT	To be added by amendment (date TBD)
Total	\$483,938
Current Authorized Not to Exceed:	\$150,000
Remaining Contract Value to be Authorized Spring 2022 Town Meeting:	\$333,938

4.0 LIMITATIONS

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor's or subcontractor's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in the Scope of Services, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by them in the Contract Documents.

Shop Drawing and Submittal Reviews: ENGINEER will review and take appropriate action with respect to shop drawings and submittals, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (such review or other action shall not extend to each detail of the means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute material and equipment proposed by Contractor; and receive and review (for general content as required by the Specification) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor in accordance with the Contract Documents.

Site Visits by Office Personnel: ENGINEER shall not be responsible for the detailed means, methods, techniques, sequences or procedures of construction selected by Contractor or the safety precautions and programs incidental to the work of Contractor. KLEINFELDER shall exercise due professional diligence and reasonable care to provide a greater degree of confidence that the completed work of Contractor will conform to the Contract Documents, but KLEINFELDER shall not be responsible for the failure of Contractor to perform the work in accordance with the Contract Documents. During such visits, and on the basis of on-site observations, KLEINFELDER shall endeavor to keep CLIENT informed of the progress of the work, shall endeavor to guard CLIENT against defects and deficiencies in such work and shall recommend the CLIENT disapprove or reject work failing to conform to the Contract Documents.

Payment Applications; Project Closeout: Recommendations for payment or for issuing Certificate of Substantial Completion, will constitute a representation to the CLIENT, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due to the Contractor; but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes the Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to the CLIENT free and clear of any lien, claims, security interest or encumbrances, or that the Contractors has completed their work exactly in accordance with the Contract Documents.

Record Drawings: The information submitted by the Contractor and CoTW will be incorporated by ENGINEER into Record Drawings will be assumed to be reliable, and ENGINEER will not be responsible for the accuracy of this information, unless collected by ENGINEER during the course of providing supplemental on-site field coverage under Task 3.

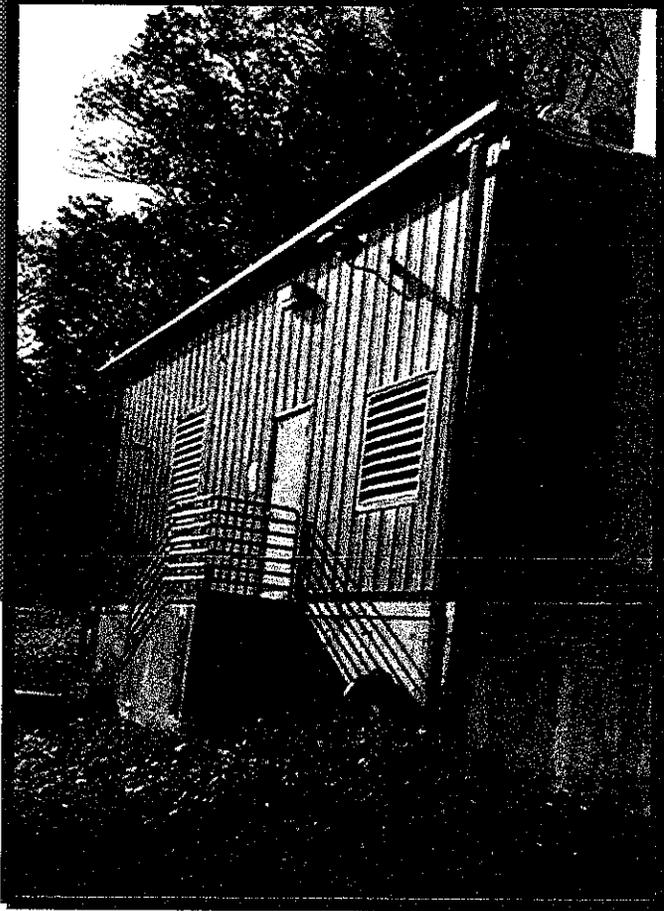
21-039

Approve Contract with Winston Builders Corporation
For Construction of the D'Angelis Water Treatment Plant PFAS Upgrades

Town of Millis, Massachusetts
Suggested Forms of Article and Motion

Article: To see if the Town will vote to appropriate \$500,000 or any other amount, to pay additional costs of making water treatment plant improvements at the D'Angelis Water Treatment Plant to address excessive levels of PFAS identified in Wells 1 and 2, including the payment of all costs incidental and related thereto, which amount shall be expended in additional to the \$5,600,000 previously appropriated for this project under Article 4 of the Warrant at the Fall Annual Town Meeting; to determine whether this amount shall be raised by borrowing or otherwise, or to take any other action relative thereto.

Motion: That the Town appropriates \$500,000 to pay additional costs of making water treatment plant improvements at the D'Angelis Water Treatment Plant to address excessive levels of PFAS identified in Wells 1 and 2, including the payment of all costs incidental and related thereto, which amount shall be expended in additional to the \$5,600,000 previously appropriated for this project under Article 4 of the Warrant at the Fall Annual Town Meeting, and that to meet this appropriation, the Treasurer, with the approval of the Select Board, is authorized to borrow said amount under and pursuant to G.L. c. 44, §8(4) or any other enabling authority, and to issue bonds or notes of the Town therefor. All or any portion of the borrowing authorized by this vote may be obtained through the Massachusetts Clean Water Trust. The Select Board is authorized to apply for, accept and expend any state or federal aid that is or may become available for these purposes and the total amount authorized to be borrowed by this vote shall be reduced to the extent of any federal or state grants received on account of this project.



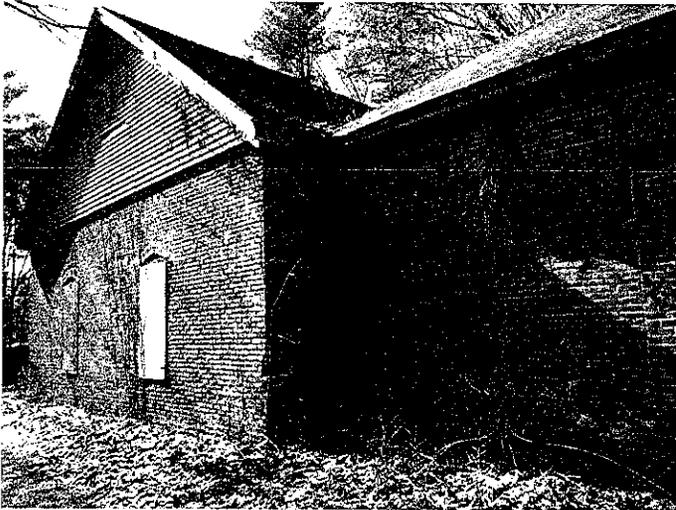
Project Update:

**D'Angelis
Water Treatment Plant
PFAS Removal Project
Select Board February 28, 2022**

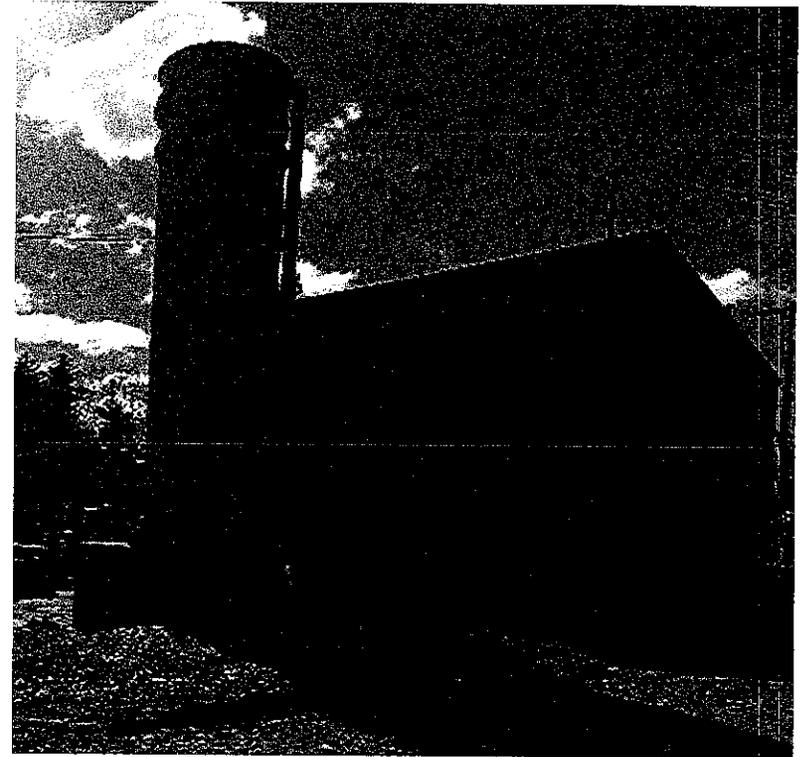


D'Angelis WTP PFAS Removal Project

- New PFAS removal system & building for the D'Angelis Water Treatment Plant (WTP) which treats Town Wells 1 & 2



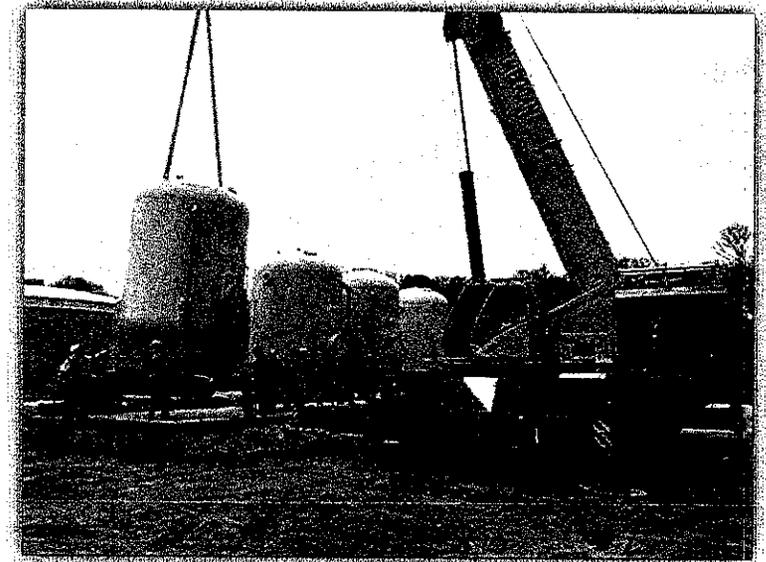
Existing Garage to be demolished for new PFAS Building



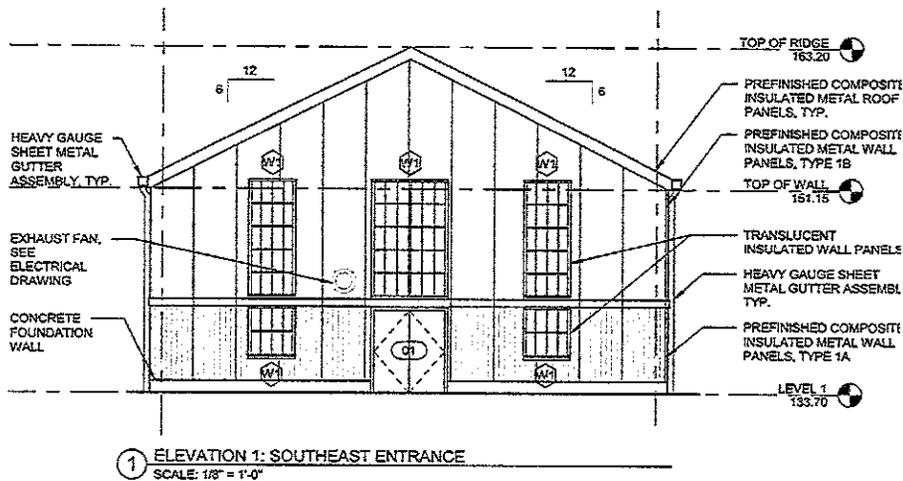
Existing D'Angelis WTP Building (to remain)

D'Angelis WTP PFAS Removal Project

- Design completed end December
- Bids Opened 2/10/22



Example PFAS Removal System, Carbon Units



PFAS Removal Building Design



D'Angelis WTP PFAS Removal Project

- **Contractor Bids Received 2/10/22:**
 - **Winston Builders, Westborough MA: \$5,175,889**
 - **WES Construction, Halifax MA: \$7,185,300**
 - **Waterline Industries, Seabrook NH: \$8,477,677**

D'Angelis WTP PFAS Removal Project

Water Treatment Plant	
Winston Builders Corp	\$ 5,175,889
Contingency - 8.5%	\$ 439,951
Construction Phase Services - Engineering	\$ 483,938
Projected Cost Water Treatment Plant (rounded)	\$ 6,100,000
Town Meeting Appropriation	\$ 5,600,000
Additional Funding Needed (rounded)	\$ 500,000

Approach to move forward:

- Award Winston Contract
- Award engineering services contract with an interim Not to Exceed limit
- May – appropriate construction contingency and remainder of engineering budget



D'Angelis WTP PFAS Removal Project

Construction Phase Engineering Services :

- **Observe the work for conformance with design drawings & specifications:**
 - **Civil / Geotech, Mechanical, Demolition, Architectural, Structural, Electrical, HVAC, Plumbing**
 - **53 drawing sheets; 1160 pages of specifications**
 - **14-month construction period**
 - **Designer field observation at key contractor activities or milestones**
- **Supplemental field coverage as-needed to support the Town's Clerk-of-the Works (CoTW)**
 - **CoTW will serve as the day to day on-site Project Representative for the CLIENT.**
 - **Budget for Kleinfelder on-call provide up to 1-day per week of coverage**



D'Angelis WTP PFAS Removal Project

Engineering Services (continued):

- **Construction management / administration**
 - Progress meetings
 - Regulatory agency coordination
 - Contractor submittal reviews
 - Coordinate w/ CoTW to review Contractor Payment requests, change order requests & credit negotiation
- **Facility startup and project closeout assistance**
- **Recommended (deferred to future): 1st year operational support**

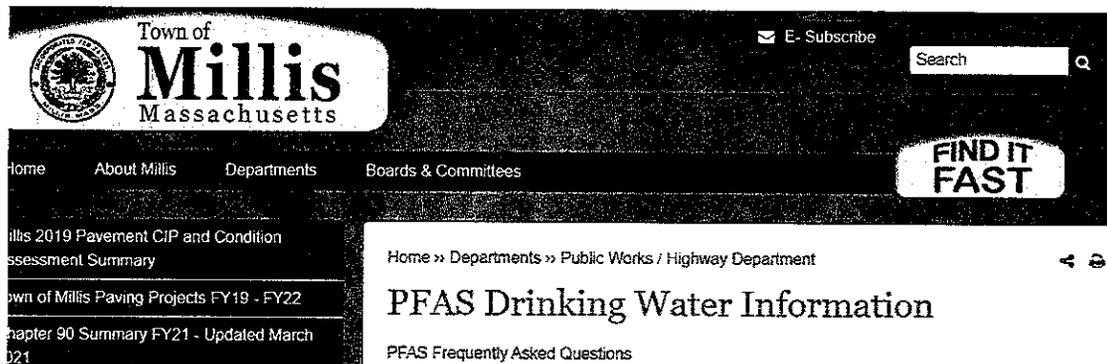
D'Angelis WTP PFAS Removal Project

Engineering Services (continued):

Task	Fee
1: CONSTRUCTION ADMINISTRATION & TECHNICAL FIELD OBSERVATION	\$338,476
2: PROJECT CLOSEOUT AND STARTUP ASSISTANCE	\$48,672
3: AS-NEEDED SUPPLEMENTAL FIELD OBSERVATION	\$96,790
4: YEAR 1 OPERATIONAL SUPPORT	Excluded from current contract
Total	\$483,938
Current Authorized Not to Exceed:	\$150,000
Remaining Contract Value	\$333,938

Worked with DPW Staff to coordinate oversight duties resulting in 30% reduction in fee

Find more Information on Town of Millis response to PFAS on the DPW website:



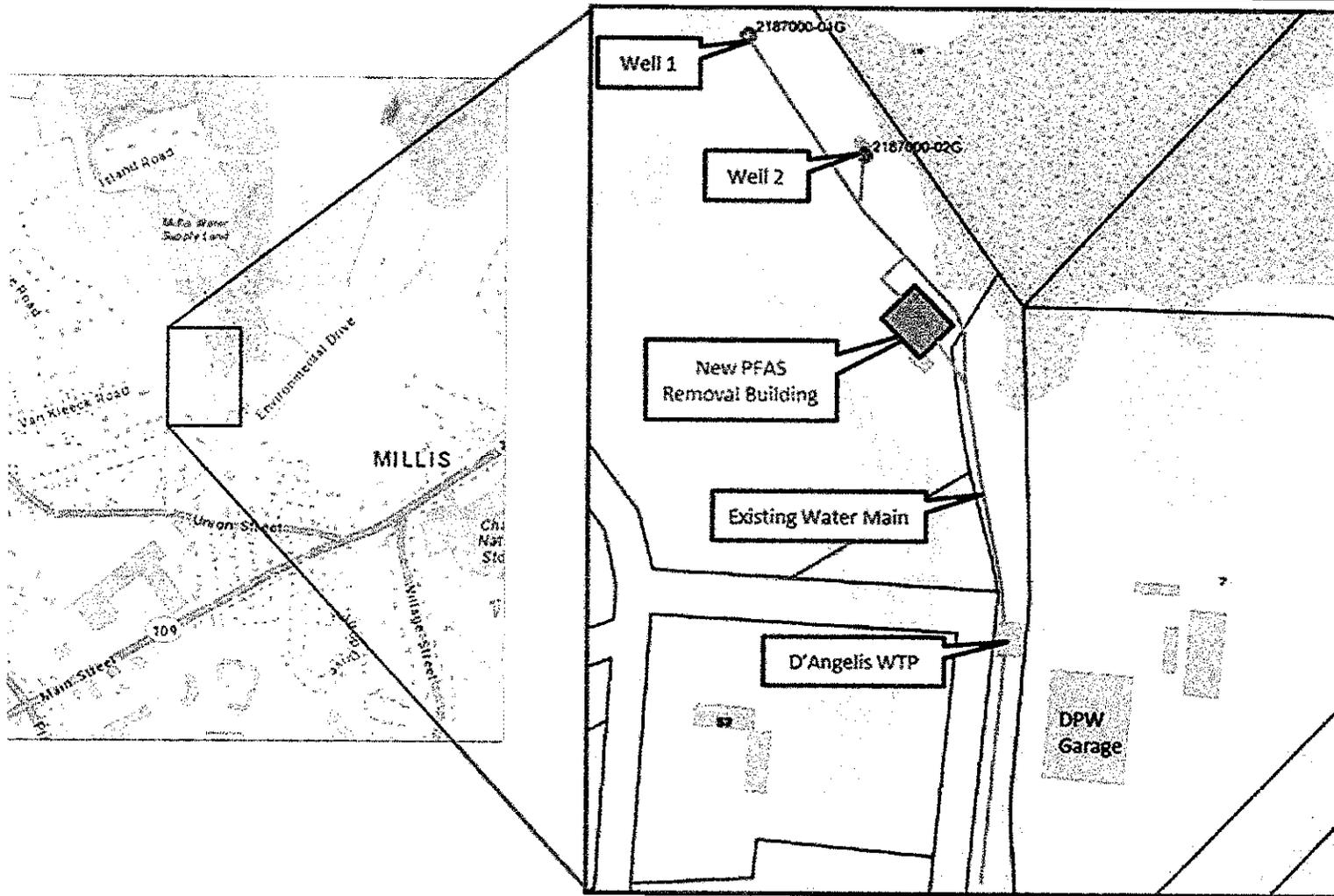
Q & A

Thank you!

D'Angelis WTP PFAS Removal Project

	60% Estimate	90% Estimate	Bid Opening
	9/21/2021	10/21/2021	2/10/2022
Opinion of Probable Construction Cost & 15% Contingency	\$ 4,973,796	\$ 5,483,851	
Low Bid			\$ 5,175,889
Construct Contingency 8.5%			\$ 439,951
Construction Phase Engineering Services	\$ 650,000	\$ 700,000	\$ 483,938
subtotal Construction & Contingency	\$ 4,973,796	\$ 5,483,851	\$ 5,615,840
Total Project Cost	\$ 5,623,796	\$ 6,183,851	\$ 6,099,778
Total Project Cost (Rounded \$1,000)	\$ 5,624,000	\$ 6,184,000	\$ 6,100,000

Notes	<i>"Bid climate highly volatile, costs subject to change"</i>	Increase largely related to specialized ground improvements needed	Cut engineering budget by 30% to help with overall cost
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February 14, 2022

Mr. Jim McKay
Director
Town of Millis
Department of Public Works
900 Main Street
Millis, MA 02054

RE: Bid Opening Results for D'Angelis Water Treatment Plant PFAS Upgrades
Kleinfelder Project No.: 20212063.003A

Dear Mr. McKay:

General Bids for the D'Angelis Water Treatment Plant PFAS Upgrades project were opened at the Millis Town Hall at 10:00 a.m. on Thursday, February 10, 2022. A total of three (3) bids were received for the project and are summarized in the following table.

Bidder	Bid Amount
Winston Builders Corporation 55 Hopkinton Road Westborough, MA 01581	\$5,175,889.00
WES Construction Corporation 650 Industrial Drive Halifax, MA 02338	\$7,185,300.00
Waterline Industries Corporation 7 London Lane Seabrook, NH 03874	\$8,477,677.00

The average of the bids received is \$6,946,288.67. Winston Builders Corp. was the lowest bidder, with a total price of \$5,175,889.00. The low bid is approximately 5% below the 90% construction cost estimate of \$5,484,000.00

The Winston Builders Corp. bid proposal was correct and complete as to form. They included the Certificate as to Payment of State Taxes, Certificate of Corporate Bidder, References, Bid Form, Acknowledgement of Addenda, and Bid Bond. In addition, all DCAMM Certifications required for Chapter 149 construction projects were included.

Kleinfelder contacted references which were provided for numerous water treatment plant projects on the DCAMM Update Statement included with the bid. Responses were all favorable

and indicated that Winston Builders Corp. employs skilled field staff who are knowledgeable of water treatment plant construction and able to manage various subcontractors.

Based on their bid being the lowest and previous experience successfully completing construction of water treatment plants, Kleinfelder recommends that the Millis Department of Public Works award the contract to Winston Builders Corp. in the amount of \$5,175,889.00.

We have attached the Notice of Award. If you agree with our recommendation, please sign the Notice of Award, and return a PDF scan to my attention at TBernier@kleinfelder.com . If you have any questions or need additional information, please call me at 617.498.4772.

Sincerely,

KLEINFELDER



Tyler Bernier
Project Engineer

cc: Kirsten Ryan, Project Manager, Kleinfelder

Attachment 1 – Bid Tabulation
Attachment 2 – Notice of Award

Attachment 1 – Bid Tabulation

Town of Millis
D'Angelis Water Treatment Plant PFAS Upgrades
General Bid
BID DATE: 2/10/2022

Bidder	Base Bid
Winston Builders Corp.	\$5,175,889.00
Wes Construction Corp.	\$7,185,300.00
Waterline Industries Corp.	\$8,477,677.00

Attachment 2 – Notice of Award

Notice of Award

Dated _____

Project: D'Angells Water Treatment Plant PFAS Upgrades	Owner: Town of Millis	Owner's Contract No.: TBD
Contract: D'Angells Water Treatment Plant PFAS Upgrades		Engineer's Project No.: 20212063.003A
Bidder: Winston Builders Corporation		
Bidder's Address: (send Certified Mail, Return Receipt Requested): 55 Hopkinton Road, Westborough, MA 01581		

You are notified that your Bid dated February 10, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for D'Angellis Water Treatment Plant PFAS Upgrades.

(Indicate total Work, alternates or sections of Work awarded.)

The Contract Price of your Contract is Five Million, One Hundred Seventy Five Thousand, Eight Hundred and Eighty Nine Dollars (\$ 5,175,889.00).

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

1 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) calendar days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 17), General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within twenty (20) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy _____ to _____ Engineer

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21-040

Permanent Building Committee

COA Cost Estimates

From: Diane Jurmain <diane.jurmain@millisma.gov>

Sent: Monday, February 21, 2022 4:00 PM

To: Pete Jurmain <Pete.Jurmain@millisma.gov>

Subject: Re CoA cost estimates

The PBC has met with the CoA and the members of the workgroup (who helped us define programming to all populations).

We reviewed our progress to date as well as the cost estimates for two locations with that group. We would like to review this information with the Select Board on February 28th if possible.

The presentation and discussion will take between 30 and 45 minutes. Could you put us on the meeting schedule for the 28th?

Thank you,
Diane Jurmain
Permanent Building Committee

Sent from my Verizon, Samsung Galaxy smartphone

21-041

Discuss Proposed Sewer Bylaw Article for Spring Annual Town Meeting

(DATED 2-25-22)

DRAFT TOWN MEETING ARTICLE __: To see if the Town will vote to Amend its General Bylaws by adding a new Section ___ as follows:

Sewer Connection Bylaw

1. Connections:

- a. Property owners who are eligible for a sewer connection are required to connect to the Town's sewer system any buildings on their property that are presently served by a private septic system. Such connection must be made within eighteen (18) months from either the effective date of this bylaw or the date that the Town's sewer service is fully constructed and becomes available to said property, whichever is later. Such connection shall be in full accordance with all regulations and policies of the Town's Sewer Commissioners. If the property is sold during this period, connection must be completed as a condition of the sale.

2. Enforcement:

- a. Failure to comply with the requirements of this bylaw shall be punishable by a fine of ten (\$10.00) dollars per day, for each day of non-compliance. Such fines may be imposed by the Sewer Commissioners or an agent thereof, by way of the non-criminal disposition pursuant to G. L. c. 40, § 21D. Enforcement may also be obtained by way of injunctive relief in a court of competent jurisdiction.

3. Exemptions:

- a. In the event that a property owner has a pre-existing complying septic system which was installed within fifteen (15) years prior to the effective date of this bylaw, such property owner shall not be required to connect to the sewer system for a period of fifteen (15) years from the septic system's installation date (subject further to the provisions of Section 1(a) hereof). On the expiration of such fifteen-year period, or in the event that the property is sold or otherwise transferred prior thereto, or on the failure of said system under Title V, whichever comes first,

the owner or occupant will be required to connect to the town sewer system.

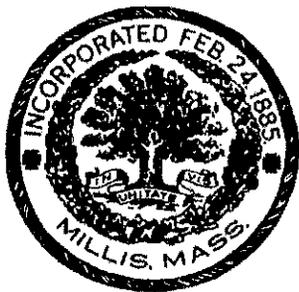
- b. In the event that genuine financial hardship precludes a property owner from connecting to the sewer system, said property owner may apply to the Sewer Commissioners for an extension of time to connect to the sewer system, such extension to be for not more than three (3) years. It shall be the property owner's burden to demonstrate such hardship and the granting of an exemption shall be at the sole discretion of the Sewer Commissioners. Said extension shall be allowed only one time.

4. Regulations:

- a. The Sewer Commissioners may adopt regulations for the implementation of this Bylaw.

21-042

Discuss Proposed Charter/Bylaw Articles for Spring Annual Town Meeting



TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Operations Support Manager

FROM: Michael Guzinski, Town Administrator

DATE: February 24, 2022

RE: Potential Charter/Bylaw Articles for the Spring ATM

The draft list of articles for the Spring Annual Town Meeting contains five articles related to potential charter/bylaw changes. They are as follows:

1. **Change Town Clerk from Elected to Appointed**
2. **Change Name of *Finance Committee* to *Warrant/Finance Committee***
3. **Change Name of *Board of Selectmen* to *Select Board***
4. **Change Select Board Composition from 3 to 5**
5. **Establish Powers and Duties of the Town Administrator**

The Select Board will need to determine which articles will remain in the ATM Warrant, and in what form. Please let me know if you have any questions in regards to this matter.

Thanks.

Mike

21-043

Close Annual Town Meeting Warrant

SPRING 2022 TOWN MEETING ARTICLE LIST

1. Unpaid Bills
2. FY22 Additional Wages and Expenses
3. FY23 Operating Budget
4. SEIU #888, Firefighters Local #4704, Massachusetts Coalition of Police Local #171, AFSCME Council 93 Local #1301 Contract Ratifications
5. Sewer Enterprise Fund
6. Water Enterprise Fund
7. Stormwater Enterprise Fund
8. Consent Agenda:
 - Amendments to Personnel Plan
 - Board of Health Appointing Authority
 - Revolving Funds
 - Community Preservation Fund
9. Community Preservation Open Space/Recreation Reserve Fund – Soundproofing for Pickleball/Tennis Courts
10. Community Preservation Open Space/Recreation Reserve Fund – Town-Owned Properties Inventory and Management Plan
11. Independent Annual Audit
12. FY23 Recertification Process (BOA) for remaining \$14k
13. Capital Items
14. Tree Pruning/Removal
15. Road Maintenance/Repair
16. New Computer Lease – Year One
17. Charter Bylaw Change – Change from Elected to Appointed
18. Charter Bylaw Change – Change Name of Finance Committee
19. Charter Bylaw Change – Change from “Board of Selectmen” to “Select Board”
20. Charter Bylaw Change - Change Select Board Composition from “3 to 5”
21. Charter Bylaw Changes – Powers and Duties of the Town Administrator
22. Sewer Bylaw Change

23. Zoning Bylaws Amendment – Amendment to Associate Planning Board Member
24. Zoning Bylaws Amendment – Add I-P-2 District to Tables 2 & 3
25. Medicare Reimbursements for FY23
26. Stabilization Fund
27. OPEB Fund

DRAFT

21-044

Discuss Proposed Stormwater Credit Manual Amendments

21-045

Discuss Status/Charge/Potential Disbandment of
Enterprise Funds Advisory Committee

21-046

Approval of One Day Alcohol License

Millis Lions Dinner Fundraiser 4/1

Karen Bouret DeMarzo

From: Karen Bouret DeMarzo
Sent: Monday, February 14, 2022 2:30 PM
To: 'lois@necanews.org'
Cc: Maureen Canesi; Mike Guzinski
Subject: One Day Alcohol License Request

Hi Lois,

We received the Lions request for a One Day Special Alcohol License for your dinner fundraiser on April 1. Could you please provide a copy of the flyer as well? The Board will be reviewing this request at their meeting on 2/28.

Please see below from the Alcoholic Beverages Control Commission. If the license is approved by the Board, you must purchase the alcoholic beverages from one of the retailers listed on the attached list.

One-Day Permit

The Local Licensing Authorities may issue special licenses for the sale of wines and/or malt beverages to any enterprise however, special licenses for the sale of all alcoholic beverages may be issued to **non-profit** organizations only. The license is to be utilized for a single day.

The Local Licensing Authorities cannot grant special licenses to:

- a. any person for more than a total of 30 days per calendar year,
- b. to any person that has an on premises license application pending before it,
- c. any premises that has an alcoholic beverages license.

Special licensees CANNOT purchase alcoholic beverages from a package store.

Thank you,

Karen Bouret DeMarzo

Operations Support Manager
Town of Millis
900 Main Street
Millis, MA 02054
508.376.7041



TOWN OF MILLIS

OFFICE OF THE SELECT BOARD AND TOWN ADMINISTRATOR

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041
Fax: 508-376-7053

Michael J. Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Operations Support Manager
kbouret@millisma.gov

ONE-DAY SPECIAL ALCOHOL LICENSE

The Board of Selectmen of the Town of Millis has approved, pursuant to the provisions of Chapter 138 Section 14, issuance of a special license as described herein.

lois@necanews.org

Date of Local Authority Approval: _____

781-789-9222

Name of Applicant: Millis Lions Club - Lois Lawson

Name of Establishment: Millis Lions Club St Thomas Large Hall

Address: 974 Main St Rt 109 Millis

Description of Establishment: Hall owned by the church

Date(s) of Function(s): 4/1/22

Description of Function(s): Dinner fundraiser

Hours of Sales: 6-9

License is for sale of: All alcoholic beverages
Wine & Malt

The establishment is: For profit
Non-profit

Restrictions imposed by the Select Board: _____

Town of Millis Select Board:

Chair

Vice Chair

Clerk

21-047

Discuss Select Board Attendance at Committee Meetings